

City of Glendale Council Meeting Agenda March 13, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

Council Meeting Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, www.glendaleaz.com

Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

Public Hearings are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

When speaking at the Podium, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.



**** For special accommodations or interpreter assistance, please contact the City Manager's Office at (623) 930- 2870 at least one business day prior to this meeting. TDD (623) 930-2197.**

**** Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

Councilmembers

Norma S. Alvarez - Ocotillo District
H. Philip Lieberman - Cactus District
Manuel D. Martinez - Cholla District
Joyce V. Clark - Yucca District
Yvonne J. Knaack – Barrel District



MAYOR ELAINE M. SCRUGGS

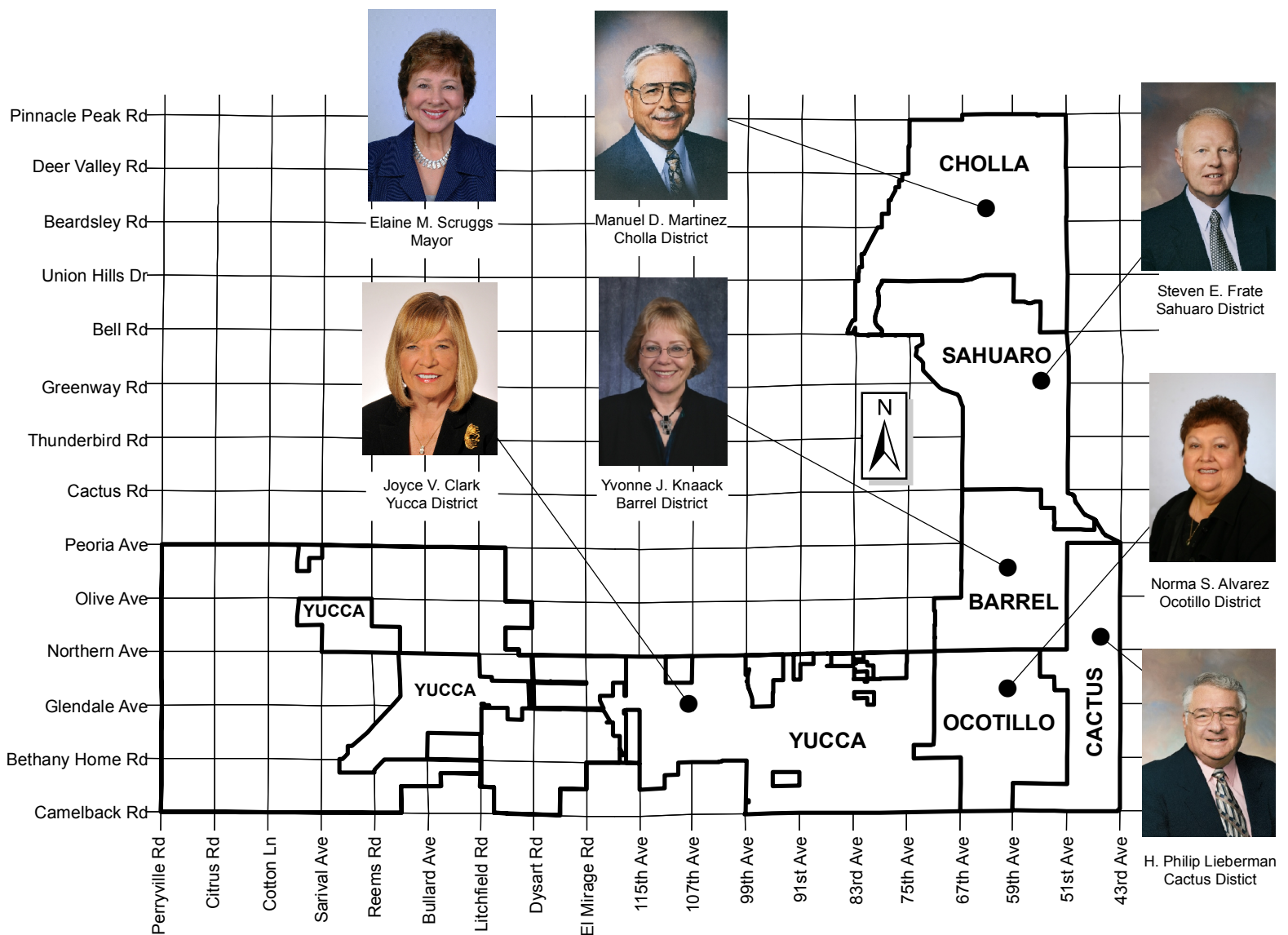
Vice Mayor Steven E. Frate - Sahuarro District

Appointed City Staff

Ed Beasley – City Manager
Craig Tindall – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge



Council District Boundaries





GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
March 13, 2012
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF February 28, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES
PRESENTED BY: Councilmember Joyce Clark

PROCLAMATIONS AND AWARDS

DISTINGUISHED BUDGET PRESENTATION AWARD
PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS

PRESENTED BY: Susan Matousek, Revenue Administrator

2. LIQUOR LICENSE NO. 5-2871, EL PARRAL

PRESENTED BY: Susan Matousek, Revenue Administrator

3. LIQUOR LICENSE NO. 5-4888, PINK CABARET

PRESENTED BY: Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-5034, ROYAL CROWN DISTRIBUTION
PRESENTED BY: Susan Matousek, Revenue Administrator

RESOLUTIONS

5. INTERGOVERNMENTAL AGREEMENT WITH PEORIA FIRE DEPARTMENT
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4551

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF February 28, 2012

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

Purpose: This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Ad-Hoc Citizen Task Force on Water and Sewer

Harry Bailey	Barrel	Appointment	04/01/2012	12/31/2012
Bob Gonzalo	Barrel	Appointment	04/01/2012	12/31/2012
Glenn Russell	Barrel	Appointment	04/01/2012	12/31/2012
Burt Becker	Cactus	Appointment	04/01/2012	12/31/2012
Ricki Ray	Cactus	Appointment	04/01/2012	12/31/2012
Ronald Short	Cactus	Appointment	04/01/2012	12/31/2012
Vincent Abeyta	Cholla	Appointment	04/01/2012	12/31/2012
Mike Buettner	Cholla	Appointment	04/01/2012	12/31/2012
Allan DeFranco	Cholla	Appointment	04/01/2012	12/31/2012
Camille Donley	Cholla	Appointment	04/01/2012	12/31/2012
Jonathan Liebman	Cholla	Appointment	04/01/2012	12/31/2012
Vickie Loya	Cholla	Appointment	04/01/2012	12/31/2012
Terrence Arnold	Mayoral	Appointment	04/01/2012	12/31/2012
Kevin Frei	Mayoral	Appointment	04/01/2012	12/31/2012
Robert Petrone	Mayoral	Appointment	04/01/2012	12/31/2012
Bob Bohart	Ocotillo	Appointment	04/01/2012	12/31/2012
Barbara Garland	Ocotillo	Appointment	04/01/2012	12/31/2012
Leslie Sheeler	Ocotillo	Appointment	04/01/2012	12/31/2012
Rod Williams	Ocotillo	Appointment	04/01/2012	12/31/2012
Bud Zomok	Ocotillo	Appointment	04/01/2012	12/31/2012

Recommendation: Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

PROCLAMATIONS AND AWARDS

DISTINGUISHED BUDGET PRESENTATION AWARD

Purpose: This is a request for City Council to accept the Distinguished Budget Presentation Award for the City of Glendale's fiscal year 2011-12 budget book.

Background: The annual budget book is prepared to provide complete, readily available information for Council, citizens, media, rating agencies and other public entities. Preparation of the annual budget book reflects positively on a local government's financial management by providing complete public disclosure of the upcoming fiscal year's budget plan and prior fiscal year actuals. It provides valuable information on topics such as revenue and expenditure plans for the fiscal year's operating and capital budgets, the 10-year capital improvement plan, current and future debt service obligations for existing operating and capital debt, and performance measures.

The Government Finance Officers Association of the United States and Canada (GFOA) issued the Distinguished Budget Presentation Award for the city's fiscal year 2011-12 budget book. This is the 24th consecutive year the city has been presented this award for its annual budget document.

This accomplishment means the city's published budget document satisfies nationally recognized guidelines for effective presentation of a city's budget. More specifically, the city's budget document meets program criteria as a policy document, operations guide, financial plan and communications device. This accomplishment also reflects the commitment of Council to meet the highest principles of governmental budgeting.

Previous Council/Staff Actions: Council was presented with the Certificate of Achievement for Excellence in Financial Reporting for the FY 2009-10 Comprehensive Annual Financial Report (CAFR) at the October 11, 2011 Council meeting. That award was presented to the city for the 23rd consecutive year. The submission for the FY 2010-11 CAFR was done in December 2011 and the city will be notified of the results within the next six months.

Recommendation: Accept the Distinguished Budget Presentation Award.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. **SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126 KNIGHTS OF COLUMBUS**

Purpose: This is a request for City Council to approve a special event liquor license for St. Joseph Assembly #2126 Knights of Columbus. The event will be held at St. Helen's Catholic Church inside the Social Center located at 5510 West Cholla Street on Saturday, April 14, 2012, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for a fundraiser.

Background: If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation: Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. LIQUOR LICENSE NO. 5-2871, EL PARRAL

Purpose: This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for El Parral located at 4346 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070255) was submitted by Janet Karina Ponce.

Background: The location of the establishment is 4346 West Glendale Avenue in the Cactus District. The property is zoned C-3 (Heavy Commercial). The population density within a one-mile radius is 26,008. El Parral is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	9
12	Restaurant	3
	Total	18

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-4888, PINK CABARET

Purpose: This is a request for City Council to approve two liquor license applications: a person-to-person transferable series 6 (Bar – All Liquor) license and a person-to-person and location-to-location transferable series 6 (Bar – All Liquor) license for Pink Cabaret located at 6789 West Northern Avenue. The Arizona Department of Liquor Licenses and Control applications (No. 06070612 and 06070640) were submitted by H.J. Lewkowitz.

Background: The location of the establishment is 6789 West Northern Avenue in the Ocotillo District. The property is zoned M-2 (Heavy Industrial). The population density within a one-mile radius is 14,893. Pink Cabaret is currently operating with an interim permit, therefore, the approval will not increase the number of liquor licenses in the area. If these liquor license applications are approved, the Arizona Department of Liquor Licenses and Control would only issue one license and the other would be placed on inactive status. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
10	Liquor Store - Beer and Wine	3
14	Private Club	3
	Total	8

The City of Glendale Planning, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-5034, ROYAL CROWN DISTRIBUTION

Purpose: This is a request for City Council to approve a new, non-transferable series 4 (Wholesaler) license for Royal Crown Distribution located at 5310 West Lamar Road. The Arizona Department of Liquor Licenses and Control application (No. 04077024) was submitted by Walter Pester.

Background: The location of the establishment is 5310 West Lamar Road in the Ocotillo District. The property is zoned M-1 (Light Industrial). The population density within a one-mile radius is 20,812. This series 4 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
01	In-State Producer	1
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	11
12	Restaurant	14
14	Private Club	2
	Total	34

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

RESOLUTIONS

5. INTERGOVERNMENTAL AGREEMENT WITH PEORIA FIRE DEPARTMENT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Peoria to transfer ownership of a cargo trailer to the Peoria Fire Department as part of the West Valley Metropolitan Medical Response System (MMRS).

Background: The City of Glendale MMRS Program originated in 2002 and is funded through the Arizona Department of Homeland Security (AZDOHS), and managed by the Federal Emergency Management Agency (FEMA). The MMRS Program is the only federal medical preparedness program that enhances a local government's mass casualty event response, utilizing immediately available resources for the critical initial hours until federal resources can arrive.

There are only four MMRS cities in Arizona: Glendale, Mesa, Phoenix and Tucson. The MMRS program is designed to use these cities as pass-through agencies to distribute resources across the valley. The ultimate goal of the program is to share assets and resources while assisting in regional/statewide MMRS deployment for large scale incidents. In addition, the program is designed so that each MMRS city has a support city. These support cities are identified in the State of Arizona Emergency Response and Recovery Plan. Peoria is Glendale's support city.

The Glendale Fire Department previously purchased a trailer utilizing MMRS funds. This trailer has been outfitted with MMRS equipment and supplies and is ready to be deployed. The City of Peoria Fire Department identified the need for a similar logistical support trailer to transport statewide deployable MMRS equipment and supplies. The Glendale Fire Department purchased an additional cargo trailer with the intention of transferring this trailer to the Peoria Fire

Department. These are allowable expenses under MMRS funding guidelines and the equipment was approved in the FY 2010 MMRS grant application to the AZDOHS.

Previous Council/Staff Actions: On November 9, 2010, Council approved the 2010 Arizona Department of Homeland Security Grant acceptance authorizing the city to accept \$673,696 in grant funds with \$307,896 specifically for the Glendale MMRS program.

On April 9, 2002, Council approved a contract with the U.S. Department of Health and Human Services to develop a MMRS. Since 2002, the Glendale Fire Department has utilized this grant on a yearly basis.

Community Benefit: A transportable cache of medical supplies and equipment enables fire department paramedics and emergency medical technicians to effectively mitigate large scale medical and hazardous materials emergencies anywhere in the valley. This response capability is enhanced in the West Valley by collaborating with the City of Peoria Fire Department to mobilize their MMRS resources.

Budget Impacts & Costs: There is no financial impact to Glendale for transferring ownership of this cargo trailer and the City of Peoria will maintain responsibility for the trailer and all supplies and equipment transported in the trailer. Glendale purchased the cargo trailer for \$5,582 and has submitted the proper documentation to the AZDOHS for reimbursement.

Recommendation: Waive reading beyond title and adopt a resolution authorizing the City Manager to approve an intergovernmental agreement with the City of Peoria to transfer ownership of a cargo trailer to the Peoria Fire Department as part of the West Valley Metropolitan Medical Response System.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).



**MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
February 28, 2012
7:00 p.m.**

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Norma S. Alvarez, Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

Mayor Scruggs called for the Pledge of Allegiance and a moment of silence was observed.

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

A statement was filed by the City Clerk that the 5 resolutions to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF THE FEBRUARY 14, 2012 CITY COUNCIL MEETING

It was moved by Martinez, and seconded by Knaack, to dispense with the reading of the minutes of the February 14, 2012 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them with corrections. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Board of Adjustment

Jeff Blake – Chair

Mayoral Appointment

02/28/2012

06/30/2012

Cathy Cheshier – Vice Chair	Cholla	Appointment	02/28/2012	06/30/2012
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Citizens Bicycle Advisory Committee

Garrett Simpson – Vice Chair	Barrel	Reappointment	03/05/2012	03/05/2013
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Commission on Persons with Disabilities

Joan Brainard Pinson	Barrel	Reappointment	02/28/2012	02/27/2014
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Karin Kellas	Barrel	Reappointment	02/28/2012	02/27/2014
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Shirley Galvez – Chair	Yucca	Appointment	02/28/2012	02/26/2013
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Raymond Yaeggi – Vice Chair	Cactus	Appointment	02/28/2012	03/22/2013
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Parks and Recreation Advisory Commission

Robert Portillo – Vice Chair	Yucca	Appointment	02/28/2012	02/26/2013
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The recommendation is to make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

It was moved by Clark, and seconded by Frate, to appoint Jeff Blake and Cathy Cheshier to the Board of Adjustment; Garrett Simpson to the Citizens Bicycle Advisory Committee; Joan Brainard Pinson, Karin Kellas, Shirley Galvez and Raymond Yaeggi to the Commission on Persons with Disabilities; and Robert Portillo to the Parks and Recreation Advisory Commission, for the terms listed above. The motion carried unanimously.

Mayor Scruggs called the appointees in attendance forward and issued the oath of office.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Vice Mayor Frate asked that item number 1 be heard separately.

1. LIQUOR LICENSE NO. 5-3457, CIRCLE K STORE #3441

This item was heard after the consent items.

CONSENT RESOLUTIONS

2. TRANSPORTATION ENHANCEMENT GRANT

This is a request for City Council to adopt a resolution authorizing the application for, and acceptance of, a 2012 Transportation Enhancement grant from the Arizona Department of Transportation (ADOT). Grant funds will be used to design and construct a one-quarter-mile segment of the multi-use pathway along New River.

Transportation Enhancement is a federal program that provides funding for design and construction of pedestrian and bike trails. ADOT administers this federal program and requires a resolution from the applicant city to ensure that, if approved, the city will be responsible for the matching funds, design and construction of the project in a timely manner.

Upon Council approval, a Transportation Enhancement grant application will be submitted to ADOT in order to secure funding for design and construction of a one-quarter-mile segment of the multi-use pathway in the area of 75th Avenue and Hillcrest Boulevard. This missing segment will connect two existing multi-use pathways on the east bank of New River, and will complete Glendale's portion of the New River Pathway. In addition to the concrete pathway, two bridges will be constructed over existing drainage canals at either end of this segment, and an at-grade connection to Hillcrest Boulevard will complete the path.

This project will allow expanded use of planned and existing New River multi-use pathways in Glendale, and provide continuity of pathways throughout the West Valley and central Phoenix.

This project is included in the Glendale Onboard Transportation Program and the Glendale Transportation Plan. If selected for Transportation Enhancement funding, project-specific informational public meetings will be held for the citizens and businesses in the area.

The grant request totals \$745,201. There is a \$45,044 financial match required. Funds for the financial match and ongoing maintenance will be funded in the GO Transportation Program.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$745,201

Account Name, Fund, Account and Line Item Number:

A specific project account will be established in Fund 1650, the Transportation Services grant fund, once the grant agreement is formally executed.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the application for, and acceptance of, a 2012 Transportation Enhancement Grant from the Arizona Department of Transportation to design and construct a one-quarter-mile segment of the multi-use pathway along New River.

Resolution No. 4546 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF A TRANSPORTATION ENHANCEMENT GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION TO DESIGN AND BUILD A MULTI-USE PATHWAY ON THE EAST BANK OF NEW RIVER NORTH OF HILLCREST BOULEVARD.

3. INTERGOVERNMENTAL AGREEMENT WITH SALT RIVER PROJECT FOR ELECTRICAL SERVICE AT 67TH AND MARYLAND AVENUES

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with Salt River Project (SRP) in the amount of \$2,650 for the design, construction and installation of electrical facilities that provide power to the traffic signal controller at the intersection of 67th and Maryland Avenues.

During recent capital improvement projects on 67th Avenue from Camelback Road to Grand Avenue, SRP overhead power distribution lines and facilities were relocated underground to accommodate road improvements. The relocation of these facilities has provided the opportunity to upgrade the existing electrical service to power the traffic signal controller at the intersection of 67th and Maryland Avenues. The minimum design fee charged by SRP is \$2,650; the scope of this project falls within that fee structure.

Funding is available in the FY 2011-12 capital improvement plan. There are no additional operations and maintenance expenses associated with this project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$2,650

Account Name, Fund, Account and Line Item Number:

67th Avenue – Camelback to Grand, Account No. 2000-68909-550800, \$2,650

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with Salt River Project in the amount of \$2,650 for the design, construction and installation of electrical facilities that provide power to the traffic signal controller at the intersection of 67th and Maryland Avenues.

Resolution No. 4547 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, “CITY OF GLENDALE DISTRIBUTION DESIGN AND CONSTRUCTION CONTRACT” WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR A NEW TRAFFIC SIGNAL CONTROLLER AT THE INTERSECTION OF 67TH AND MARYLAND AVENUES.

4. RIGHT-OF-WAY LICENSE AGREEMENT WITH SALT RIVER PROJECT FOR 95TH AVENUE, NORTH OF MISSOURI AVENUE

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a right-of-way license agreement with Salt River Project (SRP) for use of 95th Avenue between Missouri Avenue and the north property line of the Pendergast West subdivision (approximately 280 feet north of San Miguel Avenue).

SRP is installing a new irrigation pipeline within 95th Avenue. In order to preserve rights for the presence of city facilities and continued public use of the road, SRP is granting a right-of-way license to the city over this segment of 95th Avenue.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a right-of-way license agreement with Salt River Project for use of 95th Avenue between Missouri Avenue and the north property line of the Pendergast West subdivision (approximately 280 feet north of San Miguel Avenue).

Resolution No. 4548 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHT OF WAY LICENSE AGREEMENT WITH SALT RIVER PROJECT FOR THE USE OF 95TH AVENUE BETWEEN MISSOURI AVENUE AND THE NORTH LINE OF THE PENDERGAST WEST SUBDIVISION (APPROXIMATELY 280 FEET NORTH OF SAN MIGUEL AVENUE) FOR PUBLIC PURPOSES.

It was moved by Frate and seconded by Martinez, to approve the recommended actions on Consent Agenda Item Nos. 2 through 4, including the approval and adoption of Resolution No. 4546 New Series, Resolution No. 4547 New Series, and Resolution No. 4548 New Series. The motion carried unanimously.

1. LIQUOR LICENSE NO. 5-3457, CIRCLE K STORE #3441

Susan Matousek, Revenue Administrator, presented this item.

This is a request for City Council to approve a location-to-location transferable series 9 (Liquor Store - All Liquor) license for Circle K Store #3441 located at 4303 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 09070190) was submitted by Kim Kenneth Kwiatkowski.

The location of the establishment is 4303 West Glendale Avenue in the Cactus District. The property is zoned C-3 (Heavy Commercial). The population density within a one-mile radius is 24,403. This series 9 is a location-to location transferrable license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	9
12	Restaurant	3
	Total	20

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Vice Mayor Frate inquired why the applicant was asking for a series 9 liquor license when this was only a convenience store and not a liquor store. He wondered why they were not asking for a series 10 which was the normal application for this type of store. He will not vote to support this with a series 9 license. Susan Matousek, Revenue Administrator, noted the City of Glendale currently has 3 Circle K stores with an active series 9 liquor license and 16 with an active series 10 license.

Councilmember Lieberman indicated this store will be in his district replacing an old Denny's Restaurant that has been vacant for three years. He believes supporting a liquor license at that location was not a detriment since three other stores that had liquor licenses in that area are now closed. He supports this item.

Councilmember Knaack noted there were 20 liquor licenses in that one mile radius which seems like a lot for that stretch of road.

David Cisiewski, representative for Circle K, stated he was available to answer any questions.

Vice Mayor Frate asked Mr. Cisiewski if Circle K will still build the store if they only approve a series 10 license. Mr. Cisiewski explained the new Circle K Stores are now obtaining the series 9 license across the valley since they offer a small selection of hard liquor which is placed behind the counter in a rack. He noted Circle K has an ongoing working relationship with the police department to help them make adjustments on security and other areas regarding liquor safety.

Vice Mayor asked again if Circle K will still build the store if they only approve a series 10 license. Mr. Cisiewski explained the plan was to have a series 9 in order to build this store. He added the older Circle K on 43rd and Maryland will be closing to make room for this new store thus reducing a liquor license in the area. Vice Mayor Frate stated he was glad they were willing to reinvest in the area but was concerned with the level of liquor license they wanted. He reiterated his concern of selling hard liquor and also selling gas. Mr. Cisiewski explained they were trying to provide a consistent product throughout their stores. Therefore, their plan was to obtain a series 9 liquor licenses for all new stores, not just in Glendale, but Phoenix and all other cities in the valley for the convenience of their customers. He added this was all in response to customer demand.

Vice Mayor Frate asked if their competitor Quick Trip also had a series 9 license. Mr. Cisiewski replied he did not know. Vice Mayor Frate said he did not think so but was also not sure.

Councilmember Clark stated she wanted to give Circle K kudos for the new facility they built in her district. She indicated the new facility replaced an older store. She was very pleased with how clean and well-run the store was. She explained that as long as they were getting rid of old buildings and replacing them with cleaner, safer, brighter stores, she was fine with whether they needed a series 10 or 9 license and she will support it. She added that no matter what they decide, the State Liquor Board will approve it.

Councilmember Lieberman commented on the liquor licenses around the area and believes they are not flooding the area with new liquor licenses.

Councilmember Martinez wondered what happens to the liquor license for the Circle K on 43rd and Maryland when it closes. Mr. Cisiewski stated that series 10 licenses essentially goes back to the state since it was a non-transferable license.

Councilmember Martinez stated he appreciated Vice Mayor Frate's concern; however, this was a new store that will help the Centerline project. Therefore, he will vote to support it.

Mayor Scruggs said she wanted to ask Mr. Cisiewski a question that's a little bit different. She heard this conversation about how nice looking the new stores are and how really attractive. Has Circle K changed their policy of plastering their windows with all the signs about beer and other things so that you can't see what's going on inside?

Mr. Cisiewski replied yes and added they have worked very closely with the police department on that matter. He explained the procedure.

Mayor Scruggs asked is it still one person working all the time.

Mr. Cisiewski stated it really depended on the shift hours and store volume.

Mayor Scruggs said she was with friends the other evening and they were just discussing this very thing. About how Circle K covers all their windows – this is nothing new. There was a huge article in the Arizona Republic that has to do with more theft from Circle K than anybody else because of the preference of the company to cover up its windows. So if Circle K was going to change that in their new stores, she did like those new redesigned stores and they are very nice, but she would like the word carried back to Circle K and she encouraged them to make their stores safer regardless of where they are located in Glendale or any city. She would really appreciate that.

Mr. Cisiewski stated he would.

It was moved by Lieberman and seconded by Clark to forward Liquor License Application No. 5-3457 for Circle K Store #3441 to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried with Frate voting nay.

RESOLUTIONS

5. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR SOLID WASTE DISPOSAL SERVICES

Stuart Kent, Executive Director, Public Works, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Peoria (Peoria) for solid waste disposal services.

In an effort to seek new opportunities, the City of Glendale is offering solid waste disposal services to Peoria through an IGA. The agreement is mutually beneficial to both parties in that it secures tonnage with guaranteed annual revenue for the Glendale landfill, and it provides Peoria with an alternate disposal location for greater flexibility and efficiencies while routing solid waste collection vehicles. Additionally, the proposed annual tonnage will have no significant impact on the life of the landfill with current projections at close to forty years.

Peoria proposes to deliver 5,000 to 10,000 tons of solid waste each year to the Glendale landfill. For this tonnage amount, Peoria will pay a disposal rate of \$25.00 per ton through June 30, 2012. The rate will be adjusted on July 1, 2012 through June 30, 2013 to \$26.50 per ton, and to \$28.00 for the period of July 1, 2013 through June 30, 2014. The pricing terms include a discounted rate of \$3.50 per ton less than the disposal rates listed above for disposing of 30,000 tons or greater at the Glendale landfill during the term of the agreement. Landfill disposal rates are determined and evaluated annually with assistance from a solid waste rate model provided by R.W. Beck, a solid waste management consultant, and the proposed Peoria IGA disposal rates are consistent with the rate model.

Upon Council approval, the IGA will become effective immediately and will continue thereafter until June 30, 2014. The agreement contains an option that will permit the City Manager, at his discretion, to extend the term for two additional three-year periods, on the terms and conditions acceptable to both Glendale and Peoria. The Peoria City Council approved this agreement on January 3, 2012.

The waste received from Peoria will result in increased revenues and will maintain low cost solid waste disposal operations for Glendale residents.

Gross revenue from landfill tonnage received through this agreement is projected to be approximately \$125,000 in FY 2011-12, and the revenue will be deposited into Landfill Revenue Account 2440-02440-480600.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the city of Peoria for solid waste disposal services; and further authorizing the City Manager, at his discretion, to extend the term in accordance with the provisions of the intergovernmental agreement.

Resolution No. 4549 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES WITH THE CITY OF PEORIA.

Councilmember Clark inquired that since the expansion of recyclable materials, has it created more room in the landfill to accommodate transactions such as this?

Stuart Kent, Executive Director, Public Works, explained the new expansion made a very small difference, however, this agreement will provide Peoria with an alternate disposal location for greater flexibility and efficiencies while routing solid waste collection vehicles. The waste received from Peoria will result in increased revenues and will maintain low cost solid waste disposal operations for Glendale residents. He continued that the traffic impact would be approximately 5 additional vehicles each day.

Mayor Scruggs asked five trucks per day? Is that what you said?

Mr. Kent replied yes.

It was moved by Martinez, and seconded by Knaack, to pass, adopt and approve Resolution No. 4549 New Series. The motion carried unanimously.

6. DEVELOPMENT AGREEMENT FOR MULTI-FAMILY HOUSING

Jim Colson, Deputy City Manager, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a Development Agreement for Multi-Family Housing with the Norwood Village Apartments, LLC, and Gorman & Company, Inc., (Gorman) to utilize Neighborhood Stabilization (NSP) III funding for the acquisition and rehabilitation of Norwood Village Apartments, a 115 unit multi-family foreclosed property, located at 6738 North 45th Avenue.

In November 2011, the City of Glendale conducted a request for proposal process, which resulted in Gorman being selected for \$1,800,000 of NSP III funding. The total project is anticipated to represent an investment of \$16,900,000 in the Centerline Area.

Gorman has developed a portfolio of over 50 properties in six states, representing over 3,500 housing units, many of which involved acquisition and rehabilitation. In 2010, Gorman partnered with the non-profit, Arizona Bridge to Independent Living (ABIL), on the development of the Glendale Enterprise Lofts located at 6839 North 63rd Avenue. ABIL will be used as a consultant during the rehabilitation to consult on handicap accessibility of the units.

Gorman will acquire Norwood Village Apartments, a garden-style community built in 1971, which is located on 5.19 acres and will rehabilitate 115 multi-family units. This property was foreclosed upon by Fannie Mae in the recent past. Gorman will partner with ABIL and Catholic

Charities to provide accessible units and onsite services for families. These services include before-and-after school programs, computer classes, financial literacy, and parenting classes to residents.

In March 2011, Council formally adopted an amendment to the Community Revitalization Annual Action Plan accepting the NSP III funds from the U.S. Department of Housing and Urban Development (HUD) and allocated \$1,800,000 to the acquisition and rehabilitation of foreclosed multi-family properties, targeting the Centerline Area.

The acquisition and redevelopment of this foreclosed multi-family property will help stabilize the neighborhood and improve the quality of life for the residents of the existing apartment units. The units will be completely rehabilitated and additional onsite amenities will provide the families with a community room, onsite playground, and interior and exterior modernization of the units. Some two bedroom units will be converted to accessible three bedroom units, addressing an unmet housing need as identified by Gorman through a recent marketing study.

HUD requires cities to solicit comments through their public participation plan. On December 16, 2010, during a public meeting, the Community Development Advisory Committee (CDAC) reviewed and approved the eligibility of the NSP III funding. Public Notice was published in the Glendale Star on December 23, 2010 and December 30, 2010 informing the public about the amendment to the Community Revitalization Annual Action Plan, the five locations in which to view the amendment, and the 15-day public comment period.

The public comment period began on January 7, 2011 and ended January 24, 2011. On January 19, 2011, CDAC conducted a public hearing on the Annual Action Plan to accept the NSP III funds, and the proposed eligible uses. No public comments were received.

This development will be publicly and privately funded. Stimulus funding is being provided through NSP III with the rest of the funding being comprised from Low Income Housing Tax Credits, and other private financing. The anticipated project budget is \$16,900,000. The NSP III funding portion, which is administered by the City of Glendale, is \$1,800,000.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$1,800,000

Account Name, Fund, Account and Line Item Number:

Neighborhood Stabilization Program III, Account No. 1311-30910-518200, \$1,800,000

The recommendation is to waive reading beyond title and adopt a resolution authorizing the City Manager to enter into a Development Agreement for Multi-Family Housing Development with Norwood Village Apartments, LLC, and Gorman & Company, Inc.

Resolution No. 4550 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF

A DEVELOPMENT AGREEMENT FOR MULTI-FAMILY HOUSING DEVELOPMENT UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM III WITH NORWOOD VILLAGE APARTMENTS, LLC AND GORMAN & COMPANY, INC.; AND DIRECTING THAT THE AGREEMENT BE RECORDED.

Councilmember Clark commented that Gorman has an excellent track record in Glendale. She stated she was looking forward to their work and the opening of something that is sure to stabilize the entire area. She thanked them for their work on this item.

Vice Mayor Frate stated it should be noted that Brian Swanton was a Glendale resident and a champion for housing revitalization. He noted Mr. Swanton had companies all over the county; however any chance he gets to do something good in Glendale, he takes it. He publicly thanked him for all he does in the community.

Councilmember Martinez stated this was a great project and was glad to see it happen in the area.

Mayor Scruggs said she had asked Mr. Colson, especially to emphasize the use of the federal funds, she was sure all the Councilmembers were asked - what about all that money that's coming from Washington? Does any of it come to Glendale and how does the city use it when it gets it? So this is one example. So she really wanted him to emphasize the use of the Neighborhood Stabilization funds that they are going to do a great thing in Glendale.

Andrew Marwick, a Phoenix resident, stated he was in agreement with what the city was doing and believes they are getting an incredible bang for their buck.

It was moved by Lieberman, and seconded by Clark, to pass, adopt and approve Resolution No. 4550 New Series. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Knaack, to hold a regularly scheduled City Council Workshop at 8:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, March 6, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Mayor Scruggs said there are a significant number of comment cards this evening, so in accordance with the guidelines for citizen comments which have been adopted by the City Council, she was going to establish a time period of 45 minutes to receive comments. That means if everybody wants to speak for five minutes then we won't get through the entire cards. If those who speak first use shorter amounts of time, then everyone can be heard within the 45 minutes time period.

Sandi Burr, a Barrel resident, stated she attended the budget workshop today and wanted to thank the Council for the work they are doing. She indicated how important the library programs are to her and explained a great literacy program being offered as well as other wonderful programs being offered to all age groups. She explained how the library helps the entire community with their problems and therefore has become a big part of their everyday life. She also commended the many librarians that work in the Glendale libraries. She suggested that instead of cutting library hours and programs, they should charge a small fee for them.

Ken Jones, an Ocotillo resident, commented on the suggestion for library customers to pay for program services. He stated if that's the case, hockey players should also pay for their services. He voiced his support for the casino and added that the City of Glendale had treated the Tohono O'odham Nation very badly. He noted that if the city was able to prevent the building of the casino, the land will still belong to the Tohono O'odham Nation. He said there were many other things that were much worse than a casino.

Dr. James Sanders, a Cactus resident, stated he was the president of an HOA in a community that has a major problem with sex offenders in their area. He explained that this group has relocated from California because of a new law. He explained these offenders were being placed in a unit in their community and he was not aware how many there were. He noted some of these sex offenders are level 3 offenders. He stated they needed the Council's help with zoning as well as finding out public documentation on who was funding this unit in their community.

Mayor Scruggs said Council is not able to converse at this time because this is not posted. She advised Mr. Beasley, that one of the police officers did mention this to her as she walked in, that this neighborhood was suffering from this problem. And she knew the police have been working with them. But she asked that Mr. Beasley talk with some of our folks that are in neighborhood service or work with grant programs or some of the other areas and possibly work with the owner of the property and to see if there is any federal funding going back and forth. And maybe to see if there are other departments that can help Dr. Sanders and the neighborhood besides the police who are already trying to help. Mr. Beasley will make sure there is a follow up.

Andrew Marwick, a Phoenix resident, commented on the Sports Entertainment District in west Glendale which was in the Yucca District. He reiterated his support of the casino and the benefits it will bring to west Glendale. He believes the Coyotes have been a drain on Glendale and does not support the city's continued involvement with the NHL.

Darcy Serlin, a Phoenix resident, remarked on how hockey teams around the country were not good revenue generators. She read from an article which noted hockey teams were being bought and sold at reduced prices and how they ended up partnering with other organizations. She recommends the city partner with an organization such as the Tohono O'odham Nation to create a consortium to purchase the Coyotes. She believes this was the only way they can keep the team in Glendale. She supports the building of the Wal-Mart Market Place at 83rd and Camelback as well as approving their liquor license.

Arthur LaRoy Thurston, a Cactus resident, stated he really loved living in the City of Glendale and believes they have a wonderful bunch of people working for the city. He noted the many

problems plaguing the city including library cuts, airport, ballpark, Coyotes and casino. Therefore, because of all these money issues, the casino looks like a very good venture. On the Coyote matter, he believes they should do everything in their power to help the team stay in Glendale. He commented on the individual meetings the Council has in their districts. He has attended several but believes Councilmember Alvarez really knows how to throw a party at her meetings. He said she had Chief Norris from the Tohono O'odham Nation meet with people in her district to answer their questions. He noted the highlight was that the Tohono O'odham Nation announced their donation of \$65 million to the Glendale Elementary School District and \$10,000 to the Fiesta Mexicana Dance Team.

Jo Ellyn Lock, an Ocotillo resident, stated she was a 53 year resident of Glendale. She noted she came from a long line of teachers and reading has always been a big part of her life. She was attending tonight's meeting because of the possible closure of two out of the three libraries and wanted to voice her concerns. She expressed the importance and impact of reading and library books have on the young and old. She noted that closing a library was closing education and taking valuable things away in a democracy.

Olivia Khiel, a Sahuaro resident, stated she was here to support the library and also attended the budget meetings. She believes the libraries in Glendale were a valuable resource they could not afford to give up. She noted that in this economic crisis, libraries were more important than ever since many did not have the funds to go out and participate in activities. These people can always turn to the libraries to get music, books or movies. She explained the many programs and services the library provides to the community for all ages. She noted the city could not afford to give up the budget for community activities since many relied on that needed resource.

Cristian Martinez, a Barrel resident, stated his support of the library and expressed all it meant to him and his family from an early age. He noted that as a volunteer in the library, he has seen firsthand all the good the library does in the community and that was why he was studying to become a librarian. He explained that he had accessed the library to find information and support for his life choices. He indicated that cutting this budget beyond what is necessary was ridiculous and without this support system the community was losing a vital part of the city.

Julia Christy, a Sahuaro resident, stated her support of the library and does not recommend the Council making anymore cuts to their budget. She noted the incredible opportunity she received from obtaining information from libraries and that was why she was studying to become a librarian. She explained that high school and college students still need libraries for research papers.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Lieberman commented on the two new projects that will go into his district as discussed today. He thanked all the Councilmembers who voted for the Circle K at 43rd and Glendale as well as the housing project. He expressed his respect for the library system from an early age and will support keeping the libraries open.

Vice Mayor Frate commented on new economic news in Glendale. He stated the American Automobile Association (AAA) on Bell Road will be hiring 300 IT employees over the next four years at the Glendale campus. Additionally, AAA will be investing \$750 million in new technology in infrastructure for their facilities. He also reported on a new traffic signal on 83rd by Wal-Mart and Sam's Club that will make things safer in the area. He mentioned a new business coming to the city called Hospice of the Valley. They are building a 12 bed facility in the Sahuaro District on 59th Avenue south of Thunderbird. He reminded everyone to watch children around water.

Mayor Scruggs said she just had one thing and this is on behalf of all of her colleagues here on the City Council, on behalf of all of the staff, the residents of Glendale, the citizens of the valley and all the law enforcement agencies. Chief Conrad, God be with you, congratulations on going back home to Louisville. This is Chief Conrad's last meeting that he will be attending. He came in at a time when he was really needed; he's done wonderful, wonderful things for she thought everybody that is a member of the Glendale police department. Done wonderful things in terms of morale boosting and engaging the citizenry through – she got so many notes about the Citizen's Academy and how he has engaged the citizenry, a friend to so many people here in the audience. His positive attitude and his professionalism go beyond words.

Mayor Scruggs continued that Chief Conrad's dedication to law enforcement as a profession, there is no standard too high for him; he's faced some real challenges. Since Chief Conrad has been here, the city has built a few of those sports facilities that people tell us were really a stupid, dumb, bad thing to do and with them came millions and millions of visitors to Glendale. He had to work with dedicated men and women of the police department to come up with procedures and ways to handle all those crowds that the city had never been seen before. She meant who really came to Glendale before, there wasn't much going on here? He did all that; he also faced two tragedies that no police officer ever wants to face. The loss of two sworn officers and he handled it all with an ease and a grace that she felt instilled in everybody else a sense of comfort, confidence and reassurance that it would be okay. That it wasn't going to be good getting through it, but it would be okay. There is no way she could name all the things that he's done in what, is it six short years? She knew most of the audience here probably knew Chief Conrad because he is out and about and accessible to everybody. So please join her in thanking Chief Steve Conrad and wishing him well in his new job. And in case anybody has been under a rock, what he is doing is going home to Louisville because they realized what they lost when he came to Glendale, Arizona and he is their new Police Chief so congratulations to Chief Conrad.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:40 p.m.

Pamela Hanna - City Clerk



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Councilmember Joyce Clark

SUBJECT: **BOARDS, COMMISSIONS AND OTHER BODIES**

Purpose

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

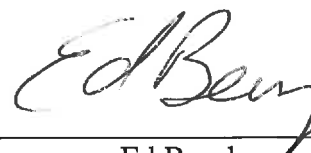
Ad-Hoc Citizen Task Force on Water and Sewer

Harry Bailey	Barrel	Appointment	04/01/2012	12/31/2012
Bob Gonzalo	Barrel	Appointment	04/01/2012	12/31/2012
Glenn Russell	Barrel	Appointment	04/01/2012	12/31/2012
Burt Becker	Cactus	Appointment	04/01/2012	12/31/2012
Ricki Ray	Cactus	Appointment	04/01/2012	12/31/2012
Ronald Short	Cactus	Appointment	04/01/2012	12/31/2012
Vincent Abeyta	Cholla	Appointment	04/01/2012	12/31/2012
Mike Buettner	Cholla	Appointment	04/01/2012	12/31/2012
Allan DeFranco	Cholla	Appointment	04/01/2012	12/31/2012
Camille Donley	Cholla	Appointment	04/01/2012	12/31/2012
Jonathan Liebman	Cholla	Appointment	04/01/2012	12/31/2012
Vickie Loya	Cholla	Appointment	04/01/2012	12/31/2012
Terrence Arnold	Mayoral	Appointment	04/01/2012	12/31/2012
Kevin Frei	Mayoral	Appointment	04/01/2012	12/31/2012
Robert Petrone	Mayoral	Appointment	04/01/2012	12/31/2012
Bob Bohart	Ocotillo	Appointment	04/01/2012	12/31/2012
Barbara Garland	Ocotillo	Appointment	04/01/2012	12/31/2012
Leslie Sheeler	Ocotillo	Appointment	04/01/2012	12/31/2012
Rod Williams	Ocotillo	Appointment	04/01/2012	12/31/2012
Bud Zomok	Ocotillo	Appointment	04/01/2012	12/31/2012

Recommendation

+

Make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

A handwritten signature in cursive script, reading "Ed Beasley", written over a horizontal line.

Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Sherry M. Schurhammer, Executive Director, Financial Services

SUBJECT: **DISTINGUISHED BUDGET PRESENTATION AWARD**

Purpose

This is a request for City Council to accept the Distinguished Budget Presentation Award for the City of Glendale's fiscal year 2011-12 budget book.

Background

The annual budget book is prepared to provide complete, readily available information for Council, citizens, media, rating agencies and other public entities. Preparation of the annual budget book reflects positively on a local government's financial management by providing complete public disclosure of the upcoming fiscal year's budget plan and prior fiscal year actuals. It provides valuable information on topics such as revenue and expenditure plans for the fiscal year's operating and capital budgets, the 10-year capital improvement plan, current and future debt service obligations for existing operating and capital debt, and performance measures.

The Government Finance Officers Association of the United States and Canada (GFOA) issued the Distinguished Budget Presentation Award for the city's fiscal year 2011-12 budget book. This is the 24th consecutive year the city has been presented this award for its annual budget document.

This accomplishment means the city's published budget document satisfies nationally recognized guidelines for effective presentation of a city's budget. More specifically, the city's budget document meets program criteria as a policy document, operations guide, financial plan and communications device. This accomplishment also reflects the commitment of Council to meet the highest principles of governmental budgeting.

Previous Council/Staff Actions

Council was presented with the Certificate of Achievement for Excellence in Financial Reporting for the FY 2009-10 Comprehensive Annual Financial Report (CAFR) at the October 11, 2011 Council meeting. That award was presented to the city for the 23rd consecutive year. The submission for the FY 2010-11 CAFR was done in December 2011 and the city will be notified of the results within the next six months.

Recommendation

Accept the Distinguished Budget Presentation Award.



Ed Beasley
City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH
ASSEMBLY #2126 KNIGHTS OF COLUMBUS**

Purpose

This is a request for City Council to approve a special event liquor license for St. Joseph Assembly #2126 Knights of Columbus. The event will be held at St. Helen's Catholic Church inside the Social Center located at 5510 West Cholla Street on Saturday, April 14, 2012, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for a fundraiser.

Background

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Recommendation

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/13/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY
#2126 KNIGHTS OF COLUMBUS

1. Finance Department Memorandum
2. Special Event Liquor License Application
3. Planning Department Approval
4. Fire Department Approval



Finance Department
Memorandum

DATE: March 13, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **SPECIAL EVENT LIQUOR LICENSE, ST. JOSEPH ASSEMBLY #2126
KNIGHTS OF COLUMBUS**

REQUEST: Special Event Liquor License
LOCATION: 5510 West Cholla Street
DISTRICT: Yucca
ZONED: R1-7 (Single Family Residential)
APPLICANT: Donald J. Gorny
OWNER: St. Joseph Assembly #2126 Knights of Columbus

DETAILS OF REQUEST:

1. The event will be held on Saturday, April 14, 2012, from 6 p.m. to 10 p.m.
2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.
3. The purpose of this event is for a fundraiser.
4. Proceeds from this special event go to the St. Joseph Assembly #2126 Charitable Activities.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

JAN 31 2012

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY

LICENSE #

1. Name of Organization: ST. JOSEPH ASSEMBLY 2126 KNIGHTS of COLUMBUS

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0638207

3. The organization is a: (check one box only)

- ☐ Charitable ☒ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
- ☐ Religious

4. What is the purpose of this event? FUNDRAISER

5. Location of the event: 5510 W. CHolla ST. GLENDALE, MARICOPA, 85304

Address of physical location (Not P.O. Box)

City

County

Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: GOREN DANA J.

Last

First

Middle

Date of Birth

7. Applicant's Mailing Address:

Street

City

State

Zip

8. Phone Numbers: (623) 979-4202

Site Owner #

(623) 426-9445

Applicant's Business #

Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>4/14/2012</u>	<u>SAT</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name ST. JOSEPH ASSEMBLY 2126 CHARITABLE ACTIVITIES 100%
Percentage
Address 90 ST. HELEN'S CATHOLIC CHURCH
Name 5510 W. CHolla ST Percentage
Address GLENDALE, AZ 95304
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police ☐ Fencing
2 # Security personnel ☐ Barriers

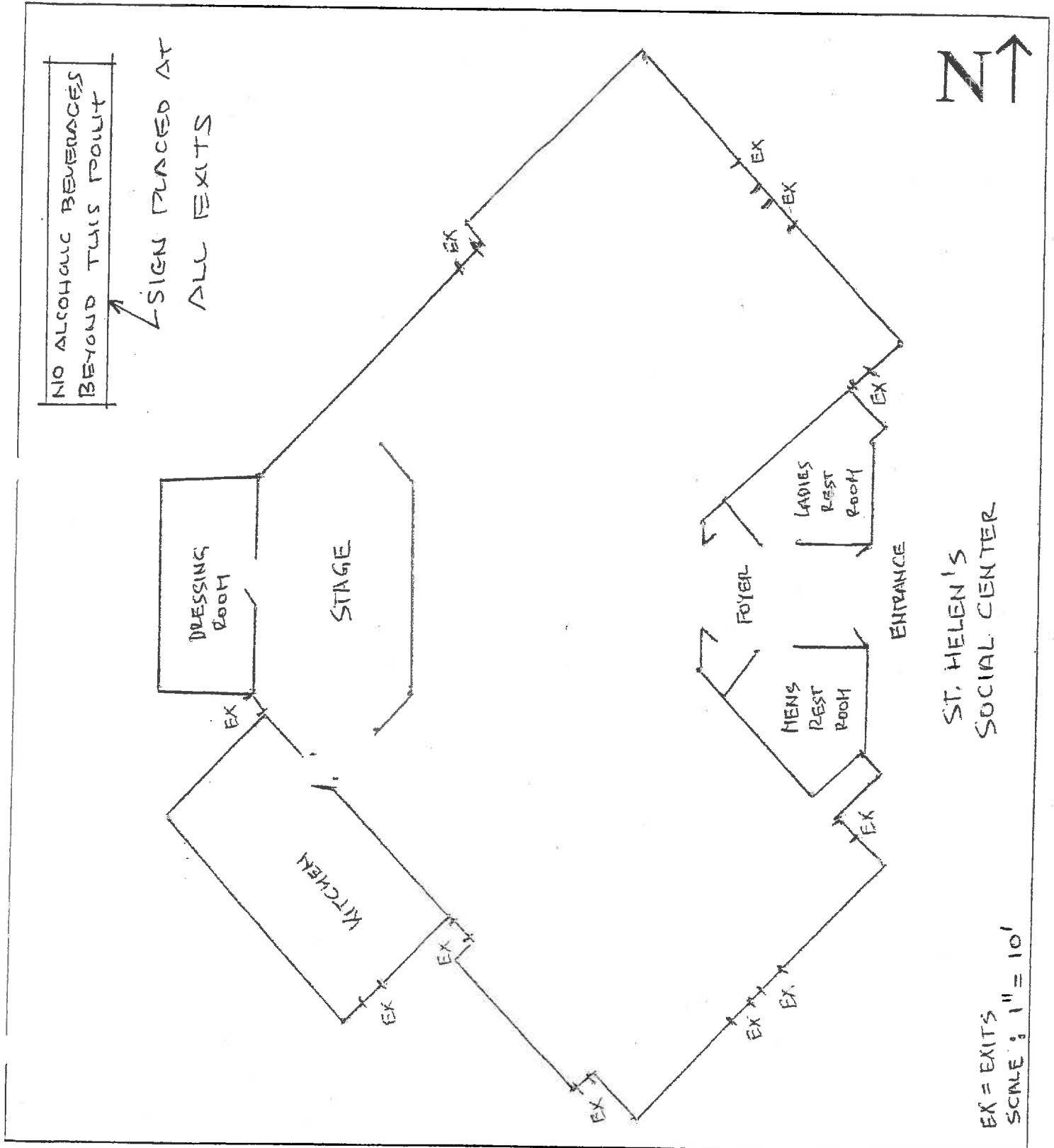
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

()
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

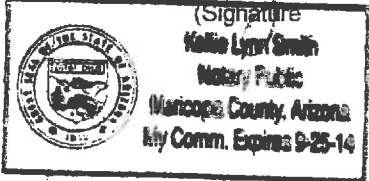
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



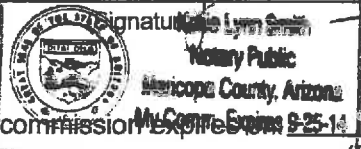
**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE
ORGANIZATION NAMED IN QUESTION #1**

18. I Donald J. Gorny declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Donald J. Gorny PCN 1/30/2012 (623) 930-0018
(Signature) (Title/Position) (Date) (Phone #)
 State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
30th January 2012
Day Month Year
My Commission expires on: September 25, 2014 Kelle Lynn Smith
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I Donald J. Gorny declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Donald J. Gorny State of Arizona County of Maricopa
(Signature) (Title/Position)
The foregoing instrument was acknowledged before me this
30th January 2012
Day Month Year
 My Commission Expires on: September 25, 2014 Kelle Lynn Smith
(Date) (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20.
The local governing body may require additional applications to be completed and submitted 60 days
in advance of the event. Additional licensing fees may also be required before approval may be granted.**

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY: _____

(Title)

(Date)

Today's Date 1/30/2012



Special Event Liquor Application
Please return the Department of Liquor's application to the
City of Glendale for processing.

Business Name: ST. JOSEPH ASSEMBLY # 2126 KNIGHTS of COLUMBUS
Location: 5510 W. CHOLLA ST
Contact Person: DONALD J. GORNY
Contact Phone Number: 623-930-0018

What is the purpose of the event? FUND RAISER

Will there be live music? NO

Will there be patron dancing? NO

How many people are expected at the event? 100

Hours of Event: 6:00 - 10:00 PM

Will any part of the event take place in the parking lot? NO

If so, how many parking places will be taken? N/A

How many total parking places are available? MORE THAN ENOUGH

Will there be fencing? NO If yes, what type of fence? N/A

Height of the fence? N/A

How many exit gates? N/A

Width of gates? N/A

Will there be a tent? NO If yes, please provide the size of the tent. N/A

Regulatory and Communications
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301
623-930-2214
623-930-2219
623-930-2186 (fax)

City of Glendale

Special Event Liquor Questionnaire

Today's Date: 1/30/12

Organization Name: ST. JOSEPH ASSEMBLY 2126 KNIGHTS OF COLUMBUS

Organization Address: 5510 W. CHOLLA ST

Date(s) of Event: 4/14/2012

Event Location's Address: 5510 W. CHOLLA ST

Applicant's Name: DONALD J. GORNY

1. What is the purpose of this event? (i.e. reason for fundraiser, holiday celebration)

FUNDRAISER

2. Will there be live entertainment provided at the event? (i.e. live band, disk jockey)

NO

3. If there is entertainment, please provide entertainment hours and state if it will be outdoors.

6:00 PM - 10:00 PM - INDOORS

4. Have you acquired all necessary licenses and permits if needed? (i.e. sales tax, special event) If yes, please list.

N/A

5. Will there be a cover or entrance charge?

YES

6. Please estimate attendance and what is the target age group?

100 PEOPLE 25-75 YRS

7. Will food be offered for sale at the event and what kind? (i.e. hot dogs, dinner, packaged snacks)

YES - DINNER

8. Will amusements be available and what kind? (i.e. pony rides, carnival rides, games)

NO

9. Please attach a map of the location identifying all of the above activities.

LIQUOR LICENSE APPLICATION—PLANNING DEPARTMENT

DATE ROUTED TO PLANNING: 01/31/12

DEADLINE FOR PLANNING: APPROVAL/DISAPPROVAL: 02/07/2012

APPLICANT: St. Joseph Assembly #2126 Knights of Columbus

ACCOUNT NO: 500005160

LOCATION: 5510 W Cholla St

APPLICATION: ☐ New License/New Location ☐ Location Transfer
☐ New License/Existing Location ☐ Temporary Extension of Premises
☐ Person Transfer/Existing Location ☐ Permanent Extension of Premises
☐ Person Transfer/New Location ☒ Special Event Liquor License

TYPE OF BUSINESS: Fraternal

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

FOR PLANNING USE—APPROVAL OR DISAPPROVAL

ZONING ONLY: ☒ APPROVED ☐ DISAPPROVED

ZONING DISTRICT: R1-7

REASON FOR DISAPPROVAL (#1-12) _____

INITIALS: PL

(See Attached List)

C.U.P. ONLY:

DATE: 2/2/2012

IS C.U.P. REQUIRED FOR ANY PROPOSED USE (If so, explain below): ☐ Yes ☒ No

IS PROPOSED USE GRANDFATHERED: ☐ Yes ☒ No DATE STARTED: _____

DOES PROPERTY HAVE A C.U.P.: ☐ Yes ☒ No DATE GRANTED: _____

IS C.U.P. APPLICATION PENDING: ☐ Yes ☒ No DATE APPLIED: _____

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks (623) 930-2209

N:\CUSTSERV\LIQUOR\REGLIQ\planning.doc

LIQUOR LICENSE APPLICATION
FIRE SAFETY NOTIFICATION

DATE ROUTED TO FIRE SAFETY: 01/31/12

DEADLINE FOR FIRE SAFETY APPROVAL/DISAPPROVAL: 02/07/12

APPLICANT: St. Joseph Assembly #2126 Knights of Columbus

ACCOUNT NO: 500005160

LOCATION: 5510 W Cholla St

APPLICATION: ☐ New License/New Location ☐ Location Transfer
☐ New License/Existing Location ☐ Temporary Extension of Premises
☐ Person Transfer/Existing Location ☐ Permanent Extension of Premises
☐ Person Transfer/New Location ☒ Special Event Liquor License

TYPE OF BUSINESS: Fraternal

DOCUMENTS ROUTED: ☒ Application for Liquor License ☒ Diagram of Premises

☐ Other _____

APPROVED ☒ DISAPPROVED _____ INITIALS: KB Date: 2/1/12

REASON FOR DISAPPROVAL (#1-12) _____
(See Attached List)

COMMENTS: _____

PLEASE RETURN TO Tammy Hicks 623-930-2209



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-2871, EL PARRAL**

Purpose

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This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for El Parral located at 4346 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070255) was submitted by Janet Karina Ponce.

Background

+

The location of the establishment is 4346 West Glendale Avenue in the Cactus District. The property is zoned C-3 (Heavy Commercial). The population density within a one-mile radius is 26,008. El Parral is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	9
12	Restaurant	3
	Total	18

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

+

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

A handwritten signature in cursive script, appearing to read "Ed Beasley", written over a horizontal line.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/13/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-2871, EL PARRAL

1. Finance Department Memorandum
2. Liquor License Map



Finance Department Memorandum

DATE: March 13, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-2871, EL PARRAL**

REQUEST: Person-to-Person Transferable

LICENSE: Series 6 (Bar - All Liquor)

LOCATION: 4346 West Glendale Avenue

DISTRICT: Cactus

ZONED: C-3 (Heavy Commercial)

APPLICANT: Janet Karina Ponce

OWNER: Parral Promotion, LLC

DETAILS OF REQUEST:

1. The population density is 26,008 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. El Parral is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, January 26 through February 15, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person transferable

series 6 license, may take into consideration the applicant's capability, qualifications, and reliability.

City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-4888, PINK CABARET**

Purpose

This is a request for City Council to approve two liquor license applications: a person-to-person transferable series 6 (Bar – All Liquor) license and a person-to-person and location-to-location transferable series 6 (Bar – All Liquor) license for Pink Cabaret located at 6789 West Northern Avenue. The Arizona Department of Liquor Licenses and Control applications (No. 06070612 and 06070640) were submitted by H.J. Lewkowitz.

Background

The location of the establishment is 6789 West Northern Avenue in the Ocotillo District. The property is zoned M-2 (Heavy Industrial). The population density within a one-mile radius is 14,893. Pink Cabaret is currently operating with an interim permit, therefore, the approval will not increase the number of liquor licenses in the area. If these liquor license applications are approved, the Arizona Department of Liquor Licenses and Control would only issue one license and the other would be placed on inactive status. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
10	Liquor Store - Beer and Wine	3
14	Private Club	3
	Total	8

The City of Glendale Planning, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/13/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-4888, PINK CABARET

1. Finance Department Memorandum
2. Liquor License Map



Finance Department Memorandum

DATE: March 13, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-4888, PINK CABARET**

REQUEST: Person-to-Person Transferable and
Person-to Person, Location-to-Location Transferable

LICENSE: Series 6 (Bar - All Liquor)

LOCATION: 6789 West Northern Avenue

DISTRICT: Ocotillo

ZONED: M-2 (Heavy Industrial)

APPLICANT: H.J. Lewkowitz

OWNER: Christie's Cabaret of Glendale, LLC

DETAILS OF REQUEST:

1. The 60-day deadline for processing this license was February 27, 2012. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on January 4, 2012.
2. The population density is 14,893 persons within a one-mile radius.
3. The business is over 300 feet from any church or school.
4. Pink Cabaret is currently operating with an interim permit, therefore, the approval will not increase the number of liquor licenses in the area.
5. If these liquor license applications are approved, the Arizona Department of Liquor Licenses and Control will require that one of them be placed on an inactive status.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, January 4 through January 24, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person transferable series 6 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

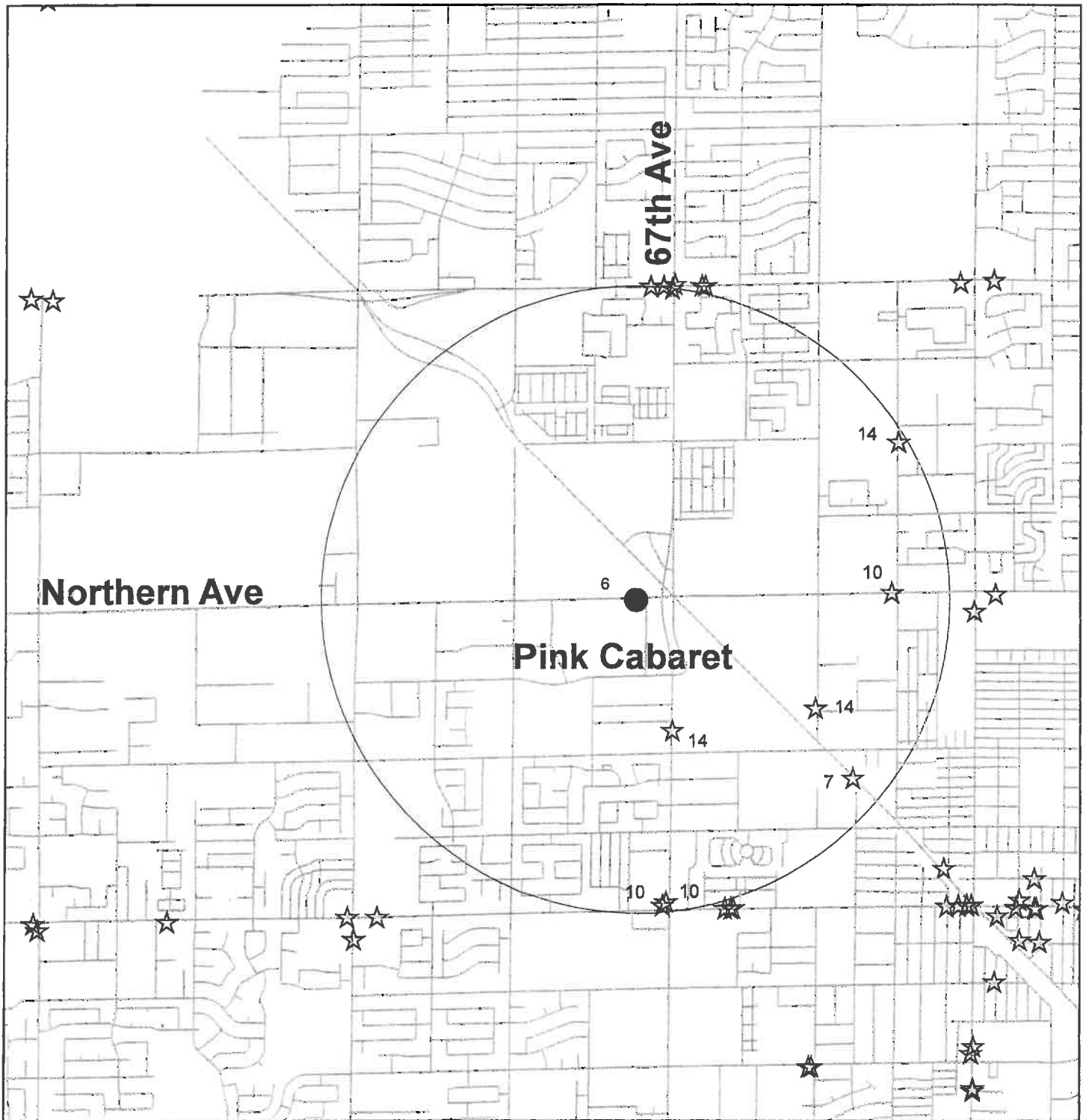
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: Pink Cabaret

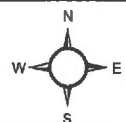
LOCATION: 6789 W. Northern Avenue

APPLICANT: H.J. Lewkowitz

ZONING: M-2

APPLICATION NO: 5-4888

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**





CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-5034, ROYAL CROWN DISTRIBUTION**

Purpose

This is a request for City Council to approve a new, non-transferable series 4 (Wholesaler) license for Royal Crown Distribution located at 5310 West Lamar Road. The Arizona Department of Liquor Licenses and Control application (No. 04077024) was submitted by Walter Pester.

Background

The location of the establishment is 5310 West Lamar Road in the Ocotillo District. The property is zoned M-1 (Light Industrial). The population density within a one-mile radius is 20,812. This series 4 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
01	In-State Producer	1
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	11
12	Restaurant	14
14	Private Club	2
	Total	34

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

A handwritten signature in black ink, appearing to read "Ed Beasley", is written over a horizontal line.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/13/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-5034, ROYAL CROWN DISTRIBUTION

1. Finance Department Memorandum
2. Liquor License Map



Finance Department Memorandum

DATE: March 13, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-5034, ROYAL CROWN DISTRIBUTION**

REQUEST: New, Non-Transferable
LICENSE: Series 4 (Wholesaler)
LOCATION: 5310 West Lamar Road
DISTRICT: Ocotillo
ZONED: M-1 (Light Industrial)
APPLICANT: Walter Pester
OWNER: Royal Crown Distribution, LLC

DETAILS OF REQUEST:

1. The 60-day deadline for processing this license was March 13, 2012. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on January 19, 2012.
2. The population density is 20,812 persons within a one-mile radius.
3. The business is over 300 feet from any church or school.
4. This series 4 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, January 19 through February 8, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 4 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

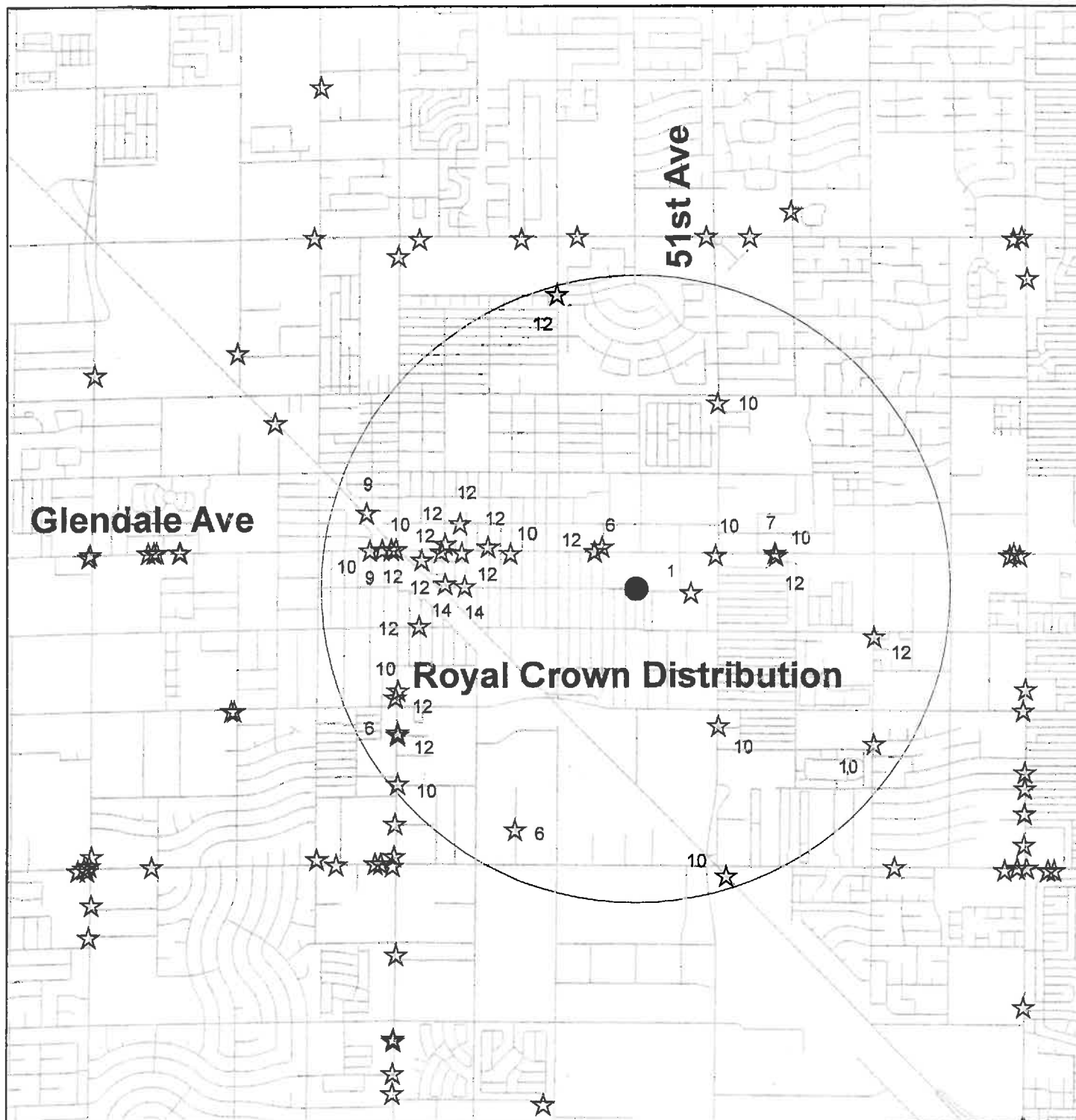
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: Royal Crown Distribution

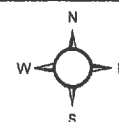
LOCATION: 5310 W. Lamar Road

ZONING: M-1

APPLICANT: Walter Pester

APPLICATION NO: 5-5034

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



RESOLUTION NO. 4551 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FIRE DEPARTMENT FOR EQUIPMENT FOR THE WEST VALLEY METROPOLITAN MEDICAL RESPONSE SYSTEM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with the City of Peoria Fire Department to transfer ownership of a cargo trailer to the City of Peoria to strengthen the West Valley's Metropolitan Medical Response System (MMRS) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

03/13/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH
PEORIA FIRE DEPARTMENT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Peoria to transfer ownership of a cargo trailer to the Peoria Fire Department as part of the West Valley Metropolitan Medical Response System (MMRS).

Background

The City of Glendale MMRS Program originated in 2002 and is funded through the Arizona Department of Homeland Security (AZDOHS), and managed by the Federal Emergency Management Agency (FEMA). The MMRS Program is the only federal medical preparedness program that enhances a local government's mass casualty event response, utilizing immediately available resources for the critical initial hours until federal resources can arrive.

There are only four MMRS cities in Arizona: Glendale, Mesa, Phoenix and Tucson. The MMRS program is designed to use these cities as pass-through agencies to distribute resources across the valley. The ultimate goal of the program is to share assets and resources while assisting in regional/statewide MMRS deployment for large scale incidents. In addition, the program is designed so that each MMRS city has a support city. These support cities are identified in the State of Arizona Emergency Response and Recovery Plan. Peoria is Glendale's support city.

The Glendale Fire Department previously purchased a trailer utilizing MMRS funds. This trailer has been outfitted with MMRS equipment and supplies and is ready to be deployed. The City of Peoria Fire Department identified the need for a similar logistical support trailer to transport statewide deployable MMRS equipment and supplies. The Glendale Fire Department purchased an additional cargo trailer with the intention of transferring this trailer to the Peoria Fire Department. These are allowable expenses under MMRS funding guidelines and the equipment was approved in the FY 2010 MMRS grant application to the AZDOHS.

Previous Council/Staff Actions

On November 9, 2010, Council approved the 2010 Arizona Department of Homeland Security Grant acceptance authorizing the city to accept \$673,696 in grant funds with \$307,896 specifically for the Glendale MMRS program.

On April 9, 2002, Council approved a contract with the U.S. Department of Health and Human Services to develop a MMRS. Since 2002, the Glendale Fire Department has utilized this grant on a yearly basis.

Community Benefit


A transportable cache of medical supplies and equipment enables fire department paramedics and emergency medical technicians to effectively mitigate large scale medical and hazardous materials emergencies anywhere in the valley. This response capability is enhanced in the West Valley by collaborating with the City of Peoria Fire Department to mobilize their MMRS resources.

Budget Impacts & Costs

There is no financial impact to Glendale for transferring ownership of this cargo trailer and the City of Peoria will maintain responsibility for the trailer and all supplies and equipment transported in the trailer. Glendale purchased the cargo trailer for \$5,582 and has submitted the proper documentation to the AZDOHS for reimbursement.

Recommendation

Waive reading beyond title and adopt a resolution authorizing the City Manager to approve an intergovernmental agreement with the City of Peoria to transfer ownership of a cargo trailer to the Peoria Fire Department as part of the West Valley Metropolitan Medical Response System.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 03/13/2012

TO: Ed Beasley, City Manager

FROM: Mark Burdick, Fire Chief

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH PEORIA FIRE
DEPARTMENT

1. Resolution
2. Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE
AND
THE CITY OF PEORIA**

This Intergovernmental Agreement ("Agreement") is made and entered into this ____ of _____, 2011, ("Effective Date"), by and between the City of Peoria, a municipal corporation duly organized under the laws of the State of Arizona, and the City of Glendale ("Glendale" or "City of Glendale"), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as "Parties" and individually as "Party". This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

- A. Arizona Revised Statutes (ARS), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.
- B. Glendale is empowered by Glendale City Charter Section Article 1, Section 3 and A.R.S. 11-952 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
- C. Peoria and Glendale have collaborated to create a West Valley Metropolitan Medical Response System (MMRS) Mass Casualty Response program consisting of a deployable cache of medical equipment and mass decontamination equipment. The program was developed to assist each City in providing large scale medical and hazardous materials response capability within the region, as well as statewide. A goal of this collaboration is to update and purchase a cache of medical equipment and supplies specific to responding to a mass casualty event.
- D. The City of Glendale purchased 2010 Van Trailer (V.I.N. 4HXHC1622BC153019) from Mr. Trailer for use by the Peoria Fire Department as a part of Peoria's MMRS Mass Casualty Response program. A copy of Purchase Order COGAZ-0000018630 is attached hereto as Exhibit A and describes the trailer purchased by Glendale, along with the costs associated with the purchase of this equipment.
- E. The Van Trailer was purchased with the use of funds secured from the 2010 MMRS grant and it was done with the understanding of the Department of Homeland Security and the City of Glendale that trailer purchased would be provided to the City of Peoria for their respective fire department to use as a mass casualty trailer for their mass casualty response program.
- F. The parties desire to enter into this agreement with the understanding that this is the entire agreement and with the understanding that each party will be responsible for the equipment they receive pursuant to this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the City of Glendale and the City of Peoria hereby mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the distribution by the City of Glendale, through the Glendale Fire Department, of certain equipment obtained by the City of Glendale pursuant to the City of Glendale, Materials Management quotation instructions for purchases from \$5,000.00 to \$50,000.00.

2. **Equipment.**

A. Responsibility for and Use of Equipment. Attached hereto is a list of all the equipment that was purchased by Glendale. The following equipment will be transferred to the care, custody and control of the Fire Department of the City of Peoria for the exclusive use of that City's fire department. The City of Glendale maintains no control over said equipment and once the equipment has been transferred to the City of Peoria, any responsibility for said equipment will be solely that of the City of Peoria. The City of Peoria agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement of the equipment and will deal directly with the manufacturer of said equipment in relation to any repairs, maintenance, and/or replacement of said equipment subject to any of the terms set forth herein. The City of Peoria acknowledges and agrees that the City of Glendale will not be responsible for any maintenance or replacement of, or repairs to the equipment nor will the City of Peoria seek reimbursement for any related costs from the City of Glendale.

The use of the equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by the City of Glendale with the Department of Homeland Security, a copy of which is attached hereto as Exhibit B. The City of Peoria agrees to comply with all of the conditions set forth in that agreement.

B. Equipment Inspection. The City of Peoria agrees to make the equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The parties agree and understand that the City of Glendale will not retake possession of the equipment for any said monitoring and auditing nor will the City of Glendale or any of its employees, agents, departments or any other representative of the City of Glendale be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the equipment transferred to the City of Peoria.

C. Disposition of Equipment. Should the City of Peoria determine that it no longer needs said equipment or wants to discontinue use of said equipment, the City of Peoria shall follow the mandates set forth in Exhibit B and request in writing instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft,

destruction, or loss of the equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms of Exhibit B.

D. Notice to Glendale. The City of Peoria recognizes that the City of Glendale Fire Department is keeping a master list of the equipment distributed to all cities solely for tracking purposes. The City of Peoria agrees to notify the City of Glendale Fire Department of any theft, destruction or loss of the equipment set forth herein.

3. **Payment.** There shall be no payment for the equipment received by the City of Peoria under the terms of this agreement. Rather, the City of Glendale has been reimbursed for the cost of the equipment by a grant secured from the Department of Homeland Security.

4. **Transactional Conflict of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Glendale pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

5. **Indemnification.**

A. Indemnification. The City of Peoria shall indemnify, defend, save and hold harmless Glendale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the use of, the equipment transferred hereunder. This would include any claims related to the failure of the equipment to perform properly.

B. Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

6. **Warranties and/or Guarantees**

The parties understand that the City of Glendale has not, will not, and is not required to, perform any independent testing of the equipment provided to the City of Peoria under the terms of this Agreement and the City of Glendale in no way provides any warranties or guarantees as to the equipment provided herein. Any warranties or guarantees that may attach to said equipment are limited to those warranties or guarantees provided by the manufacturer of the equipment and which are set forth in the purchase agreement between the City of Glendale and the manufacturer, which is attached hereto as Exhibit A.

7. **Interpretation of Agreement.**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

B. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.

C. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.

D. Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the party to be bound thereby.

E. Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.

F. Days. Days shall mean calendar days.

G. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

8. Authority. Glendale and Peoria each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement.

9. Notices. Any notice, consent or other communication or modification ("Notice") required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the City of Peoria:

Peoria City Fire Department
EMS Chief
8401 West Monroe Street
Peoria, Arizona 85345

Peoria City Attorney's Office
City Attorney
8401 West Monroe Street
Peoria, Arizona 85345

For the City of Glendale: Glendale City Fire Department
Deputy Chief Special Operations
5800 West Glenn Drive
Glendale, Arizona 85301

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF PEORIA, a
municipal corporation

By: Bob Barrett

Name: Bob Barrett

Its: Mayor

Date: 2-12-12

CITY OF GLENDALE, a
municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

Wanda Nelson
City Clerk



APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF PEORIA and (ii) as to the City of Peoria only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

Stephen J. Buehler
City Attorney

2-8-12
Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF GLENDALE and (ii) as to the City of Glendale only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

Date

L CON 00612

Exhibit A

Purchase Order



City of Glendale, Arizona
MATERIALS MANAGEMENT
 6829 NORTH 58TH DRIVE, SUITE 202
 Glendale AZ 85301-2599
 United States

Vendor: 0000031326
 MR TRAILER SALES INC
 C/O MASON, LEE
 4539 W DIANA LN
 GLENDALE AZ 85302

Dispatch via Print

Purchase Order	Date	Revision	Page
COGAZ-0000018630	06/16/2011		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination	Standard	
Buyer	Phone	Currency	
Cathy Foland- Materials	623/930-2867	USD	

Ship To: WAREHOUSE
 WAREHOUSE
 6210 W. MYRTLE AVE.
 FIELD OPERATIONS CENTER
 Glendale AZ 85301-2599
 United States

Bill To: Fire Administration
 5500 W Glenn Drive
 Suite 360
 Glendale AZ 85301
 United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ENCLOSED CARGO TRAILER- 6x10, 7,000 GVW, TANDEM AXLE, 2-5/16" COUPLER, ELECTRIC BRAKE AXLE Attn: Roxanne Alexander - Fire		1.00	EA	5,582.30	5,582.30	06/30/2011

Schedule Total 5,582.30

Item Total 5,582.30

For further information, call Cathy Foland, Contract Analyst, at (623) 930-2867, or accounts payable at (623) 930-2480. Purchase Requisition #6133, requisitioner Roxanne Alexander, account #1640-34068-561400.

PAYMENT TERMS - Unless otherwise stated, payment terms of NET 30 DAYS shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later.

GENERAL TERMS & CONDITIONS - Applicable terms & conditions to this purchase order are available for review and downloading at the city of Glendale's internet page, www.glendaleaz.com/purchasing.

Total PO Amount 5,582.30

Exhibit A

MR TRAILER SALES, INC
2219 W DEER VALLEY ROAD
PHOENIX, AZ 85027

OFFICE 623-582-0604 FAX 623-582-0695

INVOICE

INVOICE #100
DATE: JUNE 28, 2011

TO:
CITY OF GLENDALE, ARIZONA
FIRE ADMINISTRATION
5800 W GLENN DRIVE
SUITE 350
GLENDALE, AZ 85301
623-930-4412
ralexander@glendaleaz.com

SHIP TO:
WAREHOUSE
WAREHOUSE
6210 W MYRTLE AVE
FIELD OPERATIONS CENTER
GLENDALE, AZ 85301
623-930-2867
CATHY FOLAND, CONTRACT ANALYST/ACCTS PAYABLE

COMMENTS OR SPECIAL INSTRUCTIONS: 7 X 16 ENCLOSED HIWAY CARGO TANDEM AXLE, V-NOSE, ELECTRIC BRAKES ON REAR AXLE, RAMP DOOR, 30" SIDE DOOR W/ BARLOCK, STONE GUARD, ROOF VENT, DOME LIGHT W/WALL SWITCH, 2 5/16" COUPLER, 7000# GVWR

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
SHARON	COGAZ-0000018630	CITY OF GLENDALE	N/A	N/A	NET 30 DAYS
	PR # 6133	ROXANNE ALEXANDER ACCT#1840-34069- 551400			

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	7 X 16 HIWAY CARGO TANDEM AXLE TRAILER CARSON TRAILER INC (MFG) 2010 YEAR SHIPPING WGT = 2080# TOTAL GVWR- 7000# MODEL# HC162 MAKE: CARSON	5300.00	5100.00
SUBTOTAL			5100.00
SALES TAX			474.30
ENV FEE			8.00
TOTAL DUE			5582.30

Make all checks payable to [Your Company Name]
If you have any questions concerning this invoice, contact [Name, phone, e-mail]

Thank you for your business!

L CON 00612

(623) 582-0604 • Fax (623) 582-0695
Sales • Repairs • Parts • Customizations
www.MRTrailerSalesAZ.com

DV 06927.

TRAILER SALES

SALES ORDER

[illegible]

CUSTOMER NAME Glendale Fire Dept PHONE # 623 930 41
 DOB _____ DL # _____ TAX ID # _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____

ALL DEPOSITS ARE NON REFUNDABLE

NOTICE BY LAW THIS TRAILER MAY REQUIRE BRAKES AND/OR SAFETY DEVICES. WE ASSUME NO RESPONSIBILITY IF PURCHASED WITHOUT.

L CON 00612

Exhibit B

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777206-02

Enter Grant Agreement Number above (e.g., 777xx-xx)

Between

The Arizona Department of Homeland Security
And

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Glendale Fire Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "City of Glendale MMRS Program"

Enter Title of Application

and funded at \$ 307,896.00

Enter Funded Amount above

(as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ 307,896.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

Exhibit B

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

Exhibit B

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (1988), Wetlands (1990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

Exhibit B

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

Exhibit B

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

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VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1 – December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

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c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

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on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

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XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

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"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

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XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

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The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Jannine Wilmoth

Enter Title, First & Last Name above

City of Glendale Fire Department

Enter Agency Name above

5800 West Glenn Drive, Suite 350

Enter Street Address

Glendale, AZ 85301

Enter City, State, ZIP

XXXX. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Glendale Fire Department

Enter Agency Name above



Authorized Signature above

Mark Burdick, Fire Chief

Print Name & Title above

October 18, 2010

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security



Gilbert M. Orrantia

Director

11/1/10

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)